

**UNITED STATES OF AMERICA
BEFORE THE NATIONAL LABOR RELATIONS BOARD**

YP MIDWEST PUBLISHING, LLC d/b/a DEX YP Respondent, and DISTRICT 4, COMMUNICATIONS WORKERS OF AMERICA (CWA), AFL- CIO Charging Party.	Case No. 07-CA-218455
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**CHARGING PARTY’S EXCEPTIONS TO THE DECISION OF THE
ADMINISTRATIVE LAW JUDGE**

Pursuant to Section §102.46 of the Board’s Rules and Regulations, Charging Party (hereinafter “Union” or “CWA”) hereby submits its Exceptions to the June 18, 2020 Decision and Order (“Decision”) of Administrative Law Judge Melissa M. Olivero.

Date: August 17, 2020

Respectfully submitted,

s/ Matthew R. Harris

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EXCEPTIONS TO FINDINGS AND CONCLUSIONS

Charging Party takes exception:

1. To the ALJ's consideration of and reliance upon parol evidence (ALJD *generally*), because it is contrary to applicable law and Board procedures.
2. To the ALJ's finding that the parties only agreed to memorialize the existence of Respondent's 401(k) program in an earlier MOA (ALJD 13:17-18; R2), because the parties' final agreement is represented in the collective bargaining agreement (GC 2).
3. To the ALJ's finding that the Respondent "was not bound to follow the language in the contract because it does not accurately reflect the agreement of the parties" (ALJD 15:4-5), because it is not supported by the relevant facts and is contrary to law.
4. To the ALJ's finding that an earlier MOA (R2) was an "integrated agreement," (ALJD 15:20), because it is not supported by the relevant facts and is contrary to law.
5. To the ALJ's finding that an earlier MOA (R2) "contradicts the language" of the parties' collective bargaining agreement (GC2) (ALJD 15:37; 16:1,13-15) because it is not supported by the relevant facts and is contrary to applicable law.
6. To the ALJ's finding that "the language contained in the final version of the MOA contains an erroneous statement regarding what the parties agreed to in bargaining" (ALJD 16:23-25), because it is not supported by the relevant facts and is contrary to applicable law.
7. To the ALJ's conclusion that this case involves a "mistake" made by the parties (ALJD 16:25-27), because it is not supported by the relevant facts and is contrary to applicable law.
8. To the ALJ's finding that there was no unilateral change or midterm modification of an existing collective bargaining agreement (GC2) (ALJD 16:33; 17:32-33), because it is contrary to the relevant facts and applicable law.

EXCEPTIONS TO CONCLUSIONS OF LAW

Charging Party takes exception:

9. To the ALJ's conclusion that the GC did not establish that Respondent failed to continue in effect all the terms and conditions of the collective bargaining agreement (GC2) by unilaterally changing its 401(k) contribution formula in violation of Sections 8(a)(5) and (1) of the Act (ALJD 18: 19-23), because it is contrary to the relevant facts and applicable law.

10. To the ALJ's conclusion that the GC did not establish that Respondent failed to continue in effect all the terms and conditions of the collective bargaining agreement (GC2) by unilaterally changing its 401(k) contribution formula in violation of Section 8(d) of the Act (ALJD 17:18-24), because it is contrary to the relevant facts and applicable law.

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CERTIFICATE OF SERVICE

Pursuant to the Board's Rules and Regulations the undersigned hereby certifies that a copy of the foregoing was filed electronically with the Board on August 17, 2020. A copy of the same was submitted to the following individuals via email the same day.

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